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2123

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Application No. 09/696,366

Filed: October 25, 2000

For: Method of Measuring Performance  
Of An Emulator And For Adjusting  
Emulator Operation in Response  
Thereeto

#3 / *Revised*  
*2/2/02*  
*9/12*  
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AUG 01 2002

Technology Center 2100

Commissioner for Patents  
Washington, D.C. 20231

REVOCATION AND  
SUBSTITUTION OF ATTORNEYS

Sir:

In the matter of the above-identified application, all powers of attorney heretofore given are revoked. I/we hereby appoint the practitioners at Customer Number 000530 as my/our attorneys to prosecute said application and to transact all business in the United States Patent and Trademark Office connected therewith.

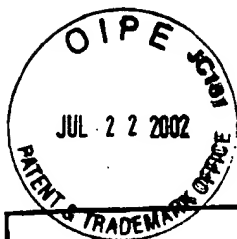
All future correspondence should be forwarded to the above-mentioned Customer Number.

I/we are the assignee of record of the entire interest.  
A Statement under 37 C.F.R. § 3.73(b) is enclosed.

Sony Computer Entertainment Inc.

Date: July 16, 2002

Tetsuya Kobayashi  
By: Tetsuya Kobayashi  
Title: Vice President



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**STATEMENT UNDER 37 CFR 3.73(b)** Technology Center 2100

Applicant/Patent Owner: Randal Linden

Application No./Patent No.: 09/696,366

Filed/Issue Date: October 25, 2000

Entitled: METHOD FOR MEASURING PERFORMANCE OF AN EMULATOR AND FOR ADJUSTING EMULATOR OPERATION IN RESPONSE THERETO

Sony Computer Entertainment Inc.  
(Name of Assignee)

a corporation  
Type of Assignee, e.g., corporation, partnership, university, government agency, etc.

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Randal Linden To: bleem!, inc.  
A copy of the assignment is attached hereto and is concurrently submitted for recordation with the United States Patent and Trademark Office.

2. From: bleem!, inc. To: Sony Computer Entertainment Inc.  
A copy of the assignment is attached hereto and is concurrently submitted for recordation with the United States Patent and Trademark Office.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.  
**[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]**

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

July 16, 2002  
Date

Tetsuya Kobayashi  
Typed or printed name

Tetsuya Kobayashi  
Signature

Authorized Signer for Assignee  
Title

## ASSIGNMENT SOLE

THIS ASSIGNMENT, by Randal N. Linden (hereinafter referred to as the assignor), residing at 4119 Dundee Drive, Los Angeles, California, 90027, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in METHOD OF MEASURING PERFORMANCE OF AN EMULATOR AND FOR ADJUSTING EMULATOR OPERATION IN RESPONSE THERETO, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/696,366 and filed on October 25, 2000; and

WHEREAS, BLEEM, INC., a corporation duly organized under and pursuant to the laws of the State of Delaware and having its principal place of business at 8017 Highland Trail, Los Angeles, California, 90046, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

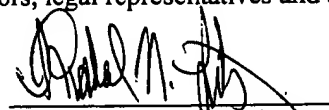
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use said assignee, its successors, legal representatives and assigns.

July 2<sup>nd</sup> 2002  
Date

  
Name: Randal N. Linden

# CALIFORNIA ALL-PURPOSE ACKN WLEDGMENT

State of California

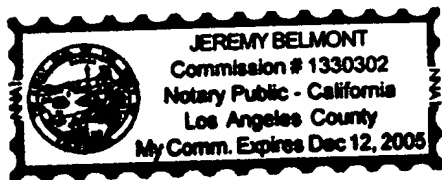
County of Los Angeles } ss.

On 7-02-02 before me, Jeremy Belmont, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randal N Linden  
Name(s) of Signer(s)

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Assignment Sale

Document Date: Signed 7-02-02 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# ASSIGNMENT

Docket Number (Optional)

SCEA 6.1-004

WHEREAS, bleem!, inc., a corporation of the State of Delaware, located and doing business at 8017 Highland Trail, Los Angeles, CA 90046, is the sole and exclusive owner, by assignment, of the following application for utility patent of the United States of America:

Appln No.	Filed	Inventor(s)	Title
09/696,366	October 25, 2000	Randal Linden	Method Of Measuring Performance Of An Emulator And For Adjusting Emulator Operation In Response Thereto

WHEREAS, Sony Computer Entertainment Inc., a corporation of Japan, located and doing business at 1-1, Akasaka 7-chome, Minato-ku, Tokyo 107-0052, Japan, is desirous of acquiring the right, title and interest in, to and under the Application for utility Patent and the invention covered thereby;

NOW, THEREFORE, for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, bleem!, inc. has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Sony Computer Entertainment Inc., the entire right, title and interest for the United States of America and all other countries in and to said invention and the aforesaid application for utility patent, all original, divisional, continuation, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries, and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all patents on said invention to said assignee herein, as assignee of the entire interest therein; and the undersigned for itself and its legal representatives, heirs and assigns does hereby agree and covenant without further remuneration, to execute and deliver all divisional, continuation, reissue and other applications for utility patent on said invention and all assignments thereof to said assignee or its assigns, to communicate to said assignee or its representatives all facts known to the undersigned respecting said invention, whenever requested, to testify in any interferences or other legal proceedings in which any of said application or patent may become involved, to sign all lawful papers, make all rightful oaths, and do generally everything necessary to aid assignee, its successors, assigns and nominees to obtain patent protection for said inventions in the United States of America and all other countries, the expenses incident to said application to be borne and paid by said assignee.

IN WITNESS WHEREOF, bleem!, inc. has caused this Assignment to be signed by its duly appointed representatives having full authority to convey its property.

July 2-2002  
(Date)

7-2-02  
(Date)

By: Randal Linden  
Title: Chief Technology Officer

By: David Herpolsheimer  
Title: President

State of California ) SS:  
County of Los Angeles )

On this 02<sup>nd</sup> day of July, in the year of 2002, before me, Jeremy Belmont, the undersigned notary public, personally appeared Randal Linden, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he ~~he~~<sup>she</sup> executed the same in his ~~his~~<sup>her</sup> authorized capacity ~~(as)~~, and that by his ~~his~~<sup>her</sup> signature ~~on~~ on the instrument the person ~~he~~, or the entity upon behalf of which the person ~~he~~ acted, executed the instrument.

[Seal] Jeremy Belmont  
Notary Public

State of California ) SS:  
County of Los Angeles )

On this 02<sup>nd</sup> day of July, in the year of 2002, before me, Jeremy Belmont, the undersigned notary public, personally appeared David Herpolsheimer, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he ~~he~~<sup>she</sup> executed the same in his ~~his~~<sup>her</sup> authorized capacity ~~(as)~~, and that by his ~~his~~<sup>her</sup> signature ~~on~~ on the instrument the person ~~he~~, or the entity upon behalf of which the person ~~he~~ acted, executed the instrument.

[Seal] Jeremy Belmont  
Notary Public

